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Thelma Vest Shurtwaite

THELMA VEST SHURTHWAITE
 UTAH COUNTY RECORDS

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 EASEMENT

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THIS INDENTURE, by Oscar Gurney and Wanda Gurney, his wife, hereinafter referred to as the Landowners, and Lehi Irrigation Company, Lehi, Utah, hereinafter referred to as the Local Organization,

WITNESSETH THAT:

WHEREAS, The Secretary of Agriculture, United States Department of Agriculture, is authorized by the Watershed Protection and Flood Prevention Act to carry out a program of assistance to local organizations in planning and installing works of improvement for flood prevention or the conservation, development, utilization and disposal of water, and

WHEREAS, the Utah Water and Power Board is also authorized to participate in the Water Development Project, and

WHEREAS, the Local Organization is cooperating in said program for the purpose of installing a project in the American Fork Dry Creek watershed, State of Utah, in connection with which it desires to secure certain rights, in, over and upon the hereinafter described land of the Landowner,

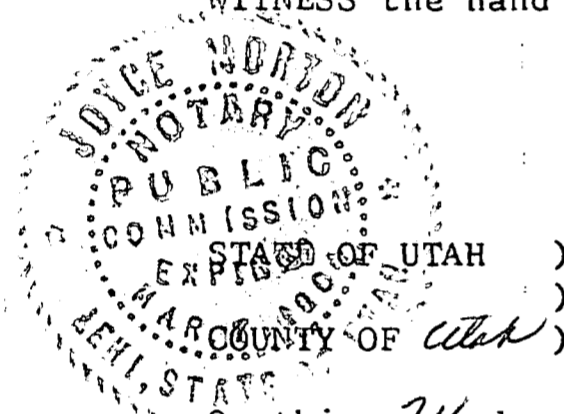
THEREFORE, for and in consideration of One Dollar (\$1.00) and the benefits accruing to the Landowner from the installation of said project, and other good and valuable considerations, the receipt whereof is hereby acknowledged, the Landowner does hereby grant, bargain, sell, convey and release unto the Local Organization an easement in, over and upon the following described land situated in the County of Utah, State of Utah, to-wit: Commencing 15 rods S. & 54 rods W. of N.E. corner of NW. 1/4 of Sec. 17, T5S, R1E, S.L.M.; W. 20 rods; S. 40 rods; East 20 Rods N. 40 rods to beginning. 5 Acres.

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For the installation, operation, maintenance and inspection of a concrete canal or pipeline and appurtenant structures.

- 1. The Local Organization shall be responsible for operating, maintaining, and keeping in good repair the works of improvement herein described.
- 2. The Landowner reserves the right to use said land or any part thereof at any time and for any purpose, provided such use does not interfere with the full enjoyment by the Local Organization of the easement herein conveyed.
- 3. This easement shall include the right of ingress and egress at any time over and upon said land and any adjoining land owned by the Landowner.
- 4. The easement herein conveyed shall be subject to any easements, rights-of-way, or mineral reservations or rights now outstanding in third persons.
- 5. In the event the works of improvement herein described are not installed on said land within Thirty Six months from the date hereof, the rights, privileges, and authority granted hereunder to the Local Organization shall be terminated.
- 6. Special Provisions: For the removal of trees, fences, the preparation of pad and construction of ditch lining.

WITNESS the hand of the Grantor(s) this 24 day of March 1960.



Oscar Gurney
Wanda Gurney

On this 24 day of March, 1960, personally appeared before me Wanda and Oscar Gurney who being duly sworn did acknowledge to me that (he, she, they) voluntarily signed the above instrument, and for the above uses and purposes therein mentioned.

Joyce Morton
NOTARY PUBLIC

Residing at:

245 E. 2nd No. Lehi

My Commission Expires:

March 7 1964

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JUN 30 11 06 AM '60

THELMA VEST SMURTHWAITE
UTAH COUNTY REGISTRAR
9347
Thelma Vest Smurthwaite